

RFP # 54-CH-11032549 Traffic Data Collection

**STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS**

RFP # 54-CH-11032549

TITLE: Traffic Data Collection

USING AGENCY: Department of Transportation / Transportation Mobility and Safety Division

ISSUE DATE: September 2, 2011

ISSUING AGENCY: Department of Transportation

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m., Thursday, October 13, 2011** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
RFP NO. 54-CH-11032549 NC Department of Transportation Purchasing Section PO Box 25201 Raleigh, NC 27611	RFP NO. 54-CH-11032549 NC Department of Transportation Purchasing Section 1 South Wilmington Street Raleigh NC 27601

IMPORTANT NOTE: Indicate Offeror name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable.

Direct all inquiries concerning this RFP to: Carrie Hoyle
Department of Transportation
Purchasing Section
1 South Wilmington Street
Raleigh, North Carolina 27601
(919) 707-2636
(919) 715-8743 FAX
cwhoyle@ncdot.gov

NON-MANDATORY PRE-PROPOSAL CONFERENCE

There will be a non-mandatory pre-proposal conference for all prospective Offerors at 9:00 a.m. on Thursday, September 29, 2011 in room 161 of the Department of Transportation (DOT) Transportation Mobility and Safety Division (TMSD) located at 750 N. Greenfield Parkway, Garner, North Carolina. This pre-proposal conference is limited to no more than two individuals per prospective Offeror.

Prospective Offerors are encouraged to submit written questions prior to the pre-proposal conference. Written questions concerning the RFP specifications will be received until Thursday, September 15, 2011 at 5:00 p.m. Eastern Standard Time. They must be sent via e-mail to: cwhoyle@dot.gov or faxed to (919) 715-8743. Please insert "Traffic Data Questions" in the subject matter of your e-mail. A summary of all questions and answers will be posted to the Interactive Purchasing System (IPS) as an addendum to this RFP.

It is the Offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

If an Offeror proposes changes to the State's terms and conditions, this must be done during the question period. Failure to submit proposed changes to the State's terms and conditions in the prescribed manner shall result in the automatic rejection of the terms and conditions and/or the Offeror's proposal.

PROHIBITED COMMUNICATIONS

FROM THE ISSUANCE DATE OF THIS RFP THROUGH THE DATE THE CONTRACT IS AWARDED, EACH OFFEROR (INCLUDING ITS SUBCONTRACTORS AND/OR SUPPLIERS) IS PROHIBITED FROM HAVING ANY COMMUNICATIONS WITH ANY PERSON INSIDE OR OUTSIDE THE USING AGENCY, ISSUING AGENCY, OTHER GOVERNMENT AGENCY OFFICE, OR BODY (INCLUDING THE PURCHASER NAMED ABOVE, DOT SECRETARY, AGENCY HEAD, MEMBERS OF THE GENERAL ASSEMBLY AND/OR GOVERNOR'S OFFICE), OR PRIVATE ENTITY, AND THE COMMUNICATION DISCUSSES THE CONTENT OF OFFEROR'S PROPOSAL OR QUALIFICATIONS, THE CONTENTS OF ANOTHER OFFEROR'S PROPOSAL, ANOTHER OFFEROR'S QUALIFICATIONS OR ABILITY TO PERFORM THE CONTRACT, AND/OR THE TRANSMITTAL OF ANY OTHER COMMUNICATION OF INFORMATION THAT HAS THE EFFECT OF DIRECTLY OR INDIRECTLY INFLUENCING THE EVALUATION OF PROPOSALS AND/OR THE AWARD OF THE CONTRACT. OFFEROR NOT IN COMPLIANCE WITH THIS PROVISION SHALL BE DISQUALIFIED FROM CONTRACT AWARD, UNLESS IT IS DETERMINED THAT THE BEST INTEREST OF THE STATE WOULD NOT BE SERVED BY THE DISQUALIFICATION. AN OFFEROR'S PROPOSAL MAY BE DISQUALIFIED IF IT'S SUBCONTRACTOR AND SUPPLIER ENGAGE IN ANY OF THE FOREGOING COMMUNICATIONS DURING THE TIME THAT THE PROCUREMENT IS ACTIVE (I.E., THE ISSUANCE DATE OF THE PROCUREMENT TO THE DATE OF CONTRACT AWARD). ONLY THE DISCUSSIONS, COMMUNICATIONS OR TRANSMITTALS OF INFORMATION AUTHORIZED BY THE ISSUING AGENCY IN THIS RFP OR GENERAL INQUIRIES TO THE PURCHASER REGARDING THE STATUS OF THE CONTRACT AWARD ARE EXEMPT FROM THIS PROVISION.

PROCUREMENT PROCESS

The following is a general description of the process by which an Offeror will be selected to provide services.

1. Request for Proposal (RFP) is posted on the internet via the State's Interactive Purchasing System (IPS).
2. The Reference Number that appears on page one has been assigned to specifically identify this RFP. This number shall be referenced in all communications regarding the RFP.
3. A non-mandatory pre-proposal conference and/or deadline for written questions is set. (See Page 1 of this RFP for details.)
4. Proposals in two (2) originals and four (4) copies and two (2) electronic copies (CD) will be received from each Offeror in a sealed envelope or package. The originals shall be signed and dated by an official authorized to bind the Offeror. Unsigned proposals will not be considered.
5. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
6. At that date and time the package containing the proposals from each responding Offeror will be opened publicly and the name of each Offeror and cost(s) announced publicly. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an Offeror's pricing position.
7. At their option, the evaluators may request oral presentations or discussion with any or all Offeror for the purpose of clarification or to amplify the materials presented in any part of the proposal. Offeror are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Offeror.
8. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the Offeror and its staff, the Offeror's proposal for completing the work, past performance, and cost. Award of a contract to one Offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.
9. Offeror's are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

DEFINITIONS AND ACRONYMS

DOT	-	North Carolina Department of Transportation
FRA	-	Federal Railroad Administration
IPS	-	Interactive Purchasing System
MB	-	Megabyte
MUTCD	-	Manual on Uniform Traffic Control Devices
PO	-	Purchase Order
RFP	-	Request for Proposals
SOP	-	Safe Operating Procedures
TMSD	-	Transportation Mobility and Safety Division
URL	-	Uniform Resource Locator

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Appendix A: Proposal Cover Sheet

Appendix B: Cost / Execution of Proposal Sheet

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I. PURPOSE

The purpose of this RFP and any resulting contract award is to solicit proposals from eligible Offerors for the collection of traffic data for Department of Transportation / Transportation Mobility and Safety Division. The work in general will consist of collecting site data for each location and traffic data to include turning movement counts, volume/speed/class data, spot speed data, delay data, gap data, saturation flow rate data, travel time data, classification data, pedestrian corridor crossing data, and/or compliance data.

II. REFERENCE

Historical traffic data collection information may be reviewed at the following URL:

<http://ncdot.org/doh/preconstruct/traffic/safety/contractors/>

III. CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS

1. All original calculations, field notes, drawings, videos, and any other necessary project information prepared by contractors (electronic or hard copy) shall be the property of the DOT and shall be turned over to the DOT upon completion of the work or when requested. The retention of traffic data records by both DOT and contractors shall conform to item 38408 (Traffic Count File) of the Traffic Safety Unit's current Records Retention and Disposition Schedule, which may be reviewed at the following URL:

<http://DOT.org/doh/preconstruct/traffic/support/Retention.pdf>

2. Contractor shall be responsible for ensuring that submittals are accurate and in a format compatible with DOT analysis software or needs.
3. Contractor shall obtain approval prior to making any changes on original requests.
4. If requested to collect data when schools are in session, the contractor shall be responsible for contacting the appropriate schools (public, private, traditional, year-round, colleges, universities, day cares, etc.) to verify that the schools will actually be in regular session (not delayed openings, early release days, teacher workdays, etc.). The contractor shall be responsible for requesting further instructions if school closure or other events affects requested deadlines. The contractor shall notify any affected schools of the date, time, and location of traffic data collection prior to conducting the actual work and explain what affects, if any, the data collection will have on traffic to and from the school.
5. Contractor shall notify appropriate law enforcement agencies (Highway Patrol, Police, Sheriff, University, etc.) of the date, time, and location of traffic data collection prior to conducting the actual work, preferably at least twenty-four (24) hours in advance.
6. Contractor shall be responsible for obtaining and securing all necessary permissions for the use of utility poles, public vehicular areas, right-of-way, etc., prior to collecting data. The contractor shall make this information available when requested.

7. Contractor personnel shall be equipped with cellular telephones or other communication devices to facilitate resolution of potential problems regarding the work.
8. Contractor personnel shall have identification and DOT “contractor” information at all times.
9. Vehicles shall be equipped with signs identifying and displaying the name of the contractor.
10. Contractors shall be responsible for the completeness, accuracy, presentation, and review of any work sublet to others.
11. Contractor shall be responsible for the safety of its counters and the traveling public and shall adhere to all applicable state and federal occupational safety and health laws and regulations. Any locations with unsafe conditions (including, but not limited to, sight distance, roadway geometry, environmental conditions, and traffic flow) shall be reported to the requestor without collecting data. The contractor shall also conform to DOT Workplace Safety Manual safe operating procedures (SOP) and MUTCD standards for mobile operations (if applicable).
12. Contractor shall be responsible for ensuring its personnel adhere to applicable state and federal labor laws and regulations regarding work hours, breaks, etc.
13. The size of all electronic submittals shall be no greater than six (6) megabytes (MB).
14. Contractors shall be responsible for the presentation and explanation of their work at any meetings, hearings, consultations, discussions, and field conferences as requested by the DOT.
15. Contractors shall be required to cooperate and coordinate fully with other contractors, municipalities, local officials, as directed by the DOT.
16. Any revisions to the collected data shall be provided to the DOT. If failure to do so results in incorrect designs in plans prepared by others, the contractor shall be fully liable for all claims against the DOT including redesign costs and the cost of other corrective measures as determined to be necessary by the DOT.
17. If the contractor receives instructions or directions that are considered beyond the scope of work as outlined in the specifications then no work shall be performed until the matter is resolved.
18. The contractor shall notify the DOT of significant changes within the contractor (e.g., change of address, telephone number, project-related personnel changes, etc.). This responsibility includes ensuring the contractor’s qualification/prequalification information is current in the DOT’s files.
19. The contractor shall maintain all books, documents, papers, records, and other information pertaining to work and costs incurred on this project and to make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment for inspection by the DOT or its designees.
20. Each request received by the contractor from the DOT shall be considered a notice to proceed for that specifically requested work and location.

21. If automated data collection equipment is used (such as tubes, inductive plates, video cameras, etc.) then the contractor shall verify that the equipment is working properly when installed.
22. Contractor personnel shall keep an introductory letter or card (see "DOT Responsibilities and Requirements") with them at all times while collecting data.
23. If contractor utilizes video or other technology that requires attachment to any poles, utilities, or other structures, they shall have prior approval from the structure owner and they shall be bonded, a licensed electrician, and have general liability insurance, and all work shall be in compliance with the National Electrical Safety Code (NESC).
24. All work performed shall comply with federal, state and local statutes, ordinances, and codes.
25. All work performed shall comply with federal, state and local safety regulations and procedures.
26. Contractors shall complete all assignments, regardless of due date or submittal date, if they are assigned prior to the end of the contract.
27. Contractor shall be available for work on this project on and after the effective date provided in the Notice of Award.
28. The contractor shall submit an invoice to the DOT on a monthly basis stating the individual request numbers, Highway Divisions, and types of traffic data collections completed. Invoice amounts shall be based on the assignment (notice to proceed) date. Each invoice shall have a unique number and shall state the billing cycle (beginning and ending dates).
29. Some data items require the contractor to contact the requestor to ask for guidance on whether or not to proceed with the data collection if a sixty percent (60%) or higher chance of precipitation is predicted for the count day. All such requests shall be by email prior to sending any personnel to the target site.

IV. DOT RESPONSIBILITIES AND REQUIREMENTS

1. DOT shall provide written requests, which shall describe the location, duration, collection times, and type each traffic data collection to be performed.
2. DOT shall provide a map of each location.
3. DOT shall provide introductory letters or cards for use by the contractor's personnel on this project indicating that the contractor's representatives are acting as agents of DOT while collecting data.
4. DOT shall coordinate and submit all requests to the contractor.
5. DOT shall provide quarterly evaluations to each contractor based on timeliness (adherence to deadlines), responsiveness/cooperation, and quality (completeness and accuracy).

6. DOT, upon verification of completed work and processing of any contractor invoice, shall make payment to the contractor.
7. DOT shall extend due dates by a number of business days equal to the length of any postponements if a request is postponed due to predicted precipitation. All guidance on precipitation and postponements shall be by email.

V. OTHER REQUIREMENTS AND SPECIAL TERMS

1. Collection and processing of raw traffic data is technician level work and does not require certification or under the purview of a licensed professional engineer or the contractor is not required to be licensed or registered with the Board.
2. DOT shall have the right to approve or reject any contractor or subcontractor personnel for this project, with or without cause or reason.
3. Reasonable extensions to time frames or deadlines may be made by mutual consent by all involved parties for unforeseen or unavoidable delays, or interference with the usual or normal traffic pattern or flow of a location.
4. Traffic data collection generally requires a two-week turnaround (and in some cases, a one-week turnaround), and deadlines will be specified when a data collection request is made. Requests may also be required on specific days, dates, and/or times (including weekends and holidays).
5. Peak hours shall be defined as 7:00 a.m. to 9:00 a.m. (AM peak) and 4:00 p.m. to 6:00 p.m. (PM peak), unless otherwise specified.
6. Volume/class/speed data may be collected between 6:00 a.m. on Mondays and 6:00 p.m. on Fridays, unless otherwise specified. All other data shall be collected between 2:00 p.m. on Mondays and 2:00 p.m. on Fridays, unless otherwise specified.
7. No data shall be collected on holidays, during road/street closures, unusual weather conditions, in work zones, etc., unless otherwise directed.
8. The award of this contract, if it be awarded, is not a guarantee of work
9. Any contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award.
10. The term of any contract awarded pursuant to this RFP shall be three (3) years, and will expire upon the anniversary date of the effective date (unless otherwise stated in the Notice of Award or unless terminated earlier by DOT).

VI. SITE DATA

The contractor shall compile site data of each requested location (regardless of data collection type) to include, but not limited to, the following:

1. Assignment number (count number, order number, station number, etc.), contractor's name and contact information (address, telephone numbers, etc.), responsible employee's name, data collector name(s), data processor name(s), and collection date(s), times, and weather conditions.
2. Percent (%) chance of precipitation.
3. Method used to collect data (LIDAR, count board, stopwatch, tubes, induction, video, etc.).
4. General location type (intersection, corridor, driveway, crosswalk, roundabout, superstreet, railroad crossing, bridge, etc.).
5. Site sketch including the name and address of each development (stores, banks, fast food, etc.) in each quadrant, or on either side, of the location (if present). This shall also include a description of any landmarks, intersections, generalized land use, interchanges, and driveways adjacent to, and in close proximity with, the location.
6. DOT division, county name, city name (if applicable), orientation of location, and directional north.
7. Identification of approaches by interstate (I), primary (US, NC), or secondary (SR) route number(s) and local street name(s).
8. Number of lanes, lane movement designations (left, through, right, or combination), skew angle (if applicable), grades, and other geometrics for each approach.
9. Posted speed limits (including school zone speed limits and effective times, if present) and advisory speeds on each approach (if present).
10. Photographs of each approach of the location (facing the location AND facing upstream). Photographs are to be taken under optimal ambient light conditions (generally during daylight).
11. Presence of area lighting and traffic control devices (such as traffic signals, flashers, stop signs, yield signs, etc.) and their locations (if a traffic signal is present then the inventory number from the signal cabinet, and the number of phases, shall be recorded).
12. Presence of disabled pedestrians, including type of disability, and the approach they cross. If disabled pedestrians were not present, this should also be noted.
13. Presence of highway construction activities that impact the normal flow or patterns of traffic (regardless of distance).
14. Description and time of occurrence of any disruption of normal traffic patterns occurring during data collection (such as crashes, short traffic signal phases, lack of signal progression, signal malfunction, downpours, heavy snow, etc.) and duration of disruption.

15. Statement that the equipment used for data collection was operating properly when used or installed.
16. Federal Railroad Administration (FRA) land use categories (**at-grade railroad crossing locations ONLY**) defined as the predominant type of development in the vicinity (up to 1,000 feet) as follows:
 - a. Open space – sparsely or undeveloped, lightly populated, or agricultural
 - b. Residential – built up residential area
 - c. Commercial – retail stores and businesses, office and personal services
 - d. Industrial – manufacturing, construction, heavy products, factories, and warehouses
 - e. Institutional – schools, churches, hospitals, parks, and other community facilities

VII. TURNING MOVEMENT DATA

Turning movement data is used to determine the number of vehicles making left, right, and through movements over a specified period of time and can be summarized as total volume by movement or separated out by vehicle type (classification). This data is generally collected manually (using manual or electronic count boards). Turning movement data may be taken at intersections or along corridors and shall be by lane, movement, and direction. The contractor shall collect and compile turning movement data as follows:

1. Use software consistent with DOT needs (currently PETRAPro).
2. Collect in fifteen (15) minute increments.
3. Collect for thirteen (13) hours (from 6:00 a.m. to 7:00 p.m., unless otherwise requested). However, eight (8) hour counts (start and end times to be provided by requestor), and sixteen (16) hour counts (6:00 a.m. to 10:00 p.m., unless otherwise requested) may also be requested.
4. Collect from all approaches (including driveways or access connections that act as an approach) and **shall be in southbound, westbound, northbound, and eastbound order**.
5. Pedestrians shall be counted and tabulated on the approach they cross (**unless U-turn movements are requested – if U-turn movements are requested then they shall be counted instead of pedestrians**).
6. May include vehicle classifications (**OPTION ONLY – not collected unless requested**).
7. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, count data in 15-minute increments, summaries and diagrams of total

movements, AM peak hours, and PM peak hours, and classification summaries (if requested). The count number shall be indicated on each page of the document.

- b. Raw turning movement data in an electronic format (currently, PPD) with column headers (left to right) labeled as, and data ordered as, southbound, westbound, northbound, and eastbound.
- c. Video data in an electronic (DVD) format, if requested.

VIII. VOLUME/SPEED/CLASS DATA

Volume/speed/class data is generally collected to determine the number, direction, speed, and classification of vehicles at a given location. Also, data for at-grade railroad crossing is required by the Rail Division as part of its Investigative Index (II) produced every April and for the Federal Railroad Administration (FRA) crossing inventory. This data is generally collected automatically (using tubes or inductive plates). The contractor shall collect and compile volume/speed/class data as follows:

- 1. Collect for forty-eight (48) hours. However, twenty-four (24) hour counts may also be requested for non-railroad crossing group locations.
- 2. Data collection equipment shall not be installed on mainline through lanes of interstate locations, with the exception of I 95 Business in Fayetteville and I 85 Business in High Point (consistent with Traffic Survey Unit policies).
- 3. Data collection equipment shall not be installed in any work zones, unless specifically requested.
- 4. If data is to be collected near an intersection or ramp junction, it shall be collected at least two hundred (200) feet from an intersection or at least five hundred (500) feet from a ramp junction (consistent with Traffic Survey Unit policies).
- 5. Collect by direction in one (1) hour increments. However, fifteen (15) minute increments may also be requested for non-railroad crossing locations.
- 6. Locations will be assigned individually for non-railroad crossing locations. Locations involving railroad crossings will be assigned in groups of no more than twenty-five (25) crossings, all within the same Highway Division and, where possible, within general proximity to each other.
- 7. For groups of counts being conducted for the Rail Division, if normal traffic flow is affected by construction at one or more locations, or the location is on a gravel road or within an intersection, then the contractor shall contact the requestor and consideration will be given to replacing the affected location with another within the same Highway Division. Submittal due dates shall be extended a minimum of two business days for each location replacement.
- 8. Data shall be collected throughout the year. However, locations involving at-grade railroad crossings shall only have data collected during the months of January through May and September through November.

9. The default bins for speed data shall be 0-9.99, 10-14.99, 15-19.99, 20-24.99, 25-29.99, 30-34.99, 35-39.99, 40-44.99, 45-49.99, 50-54.99, 55-59.99, 60-64.99, 65-69.99, 70-74.99, and 75+ (unless otherwise directed).
10. The default bins for class data shall be 0-24 feet (primarily passenger vehicles), 25-43 feet (primarily buses and single unit trucks), and 44+ feet (primarily TTST and TTDT), unless otherwise directed.
11. Data collected for individual location assignments shall be due within one to two weeks, consistent with other specifications within this RFP. However, data collected for groups of at-grade railroad crossings shall be due within thirty (30) calendar days of the assignment.
12. Supply collected data, as defined above, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, Federal Railroad Administration (FRA) land use categories (if the location is at a railroad crossing), count data (volume, speed, and class) by direction in 1-hour increments (or 15-minute increments, if requested) with daily totals, summaries, and percents. The count number (and crossing number if the location is at a railroad crossing) shall be indicated on each page of the document.
 - b. Raw volume data in an electronic format using a spreadsheet provided by the DOT.
 - c. For requests with groups of locations at railroad crossings, a summary spreadsheet (provided by the DOT) named "YY-MM-DIV-###" (where YY is the two-digit year, MM is the two-digit month, and ## is the two-digit division number, using leading zeros where appropriate).

IX. SPOT SPEED DATA

Spot speed data is generally collected to determine the approximate speed of vehicles at a particular location. Spot speed data is usually collected manually (using lidar/radar equipment, or reference points and a stopwatch/count board). The contractor shall collect and compile spot speed data as follows:

1. Free flow speeds collected from randomly selected isolated vehicles or the lead vehicle of randomly selected platoons.
2. If a sixty percent (60%) or higher chance of precipitation is predicted for the count day, the contractor shall email the requestor, and copy the DOT Traffic Data Collection Program Manager, to ask for guidance on whether or not to proceed with the data collection or to postpone (prior to sending personnel to the site). Due dates shall be extended by a number of business days equal to the length of any postponements.
3. Laser speed detector equipment (LIDAR) shall be used to collect speeds.
4. Vehicles and personnel shall be as inconspicuous as possible.

5. No spot speed data shall be collected if any lane closures or active construction/maintenance work is located within two (2) miles of the target site, unless otherwise requested or the work zone is the target site.
6. Collect for two (2) hours, or a minimum specified number of cars and trucks per direction, whichever comes first (begin and end times to be provided by requestor). Four (4) hour collection may also be requested (**OPTION ONLY – not collected unless requested**).
7. Collection by lane may also be requested (**OPTION ONLY – not collected unless requested**).
8. Vehicle speeds may be broken out for long combination vehicles (3+ axles or 5+ axles) if requested (**OPTION ONLY – not collected unless requested**).
9. Supply collected data, as defined above, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, and the median, mean, pace, high, low, 85th percentile and percent of vehicles above the posted speed limit by vehicles in each direction (additional tabulations for long combination vehicles, if requested). The count number shall be indicated on each page of the document.
 - b. Raw speed data showing individual data points in an electronic format (PPD file if an electronic count board is used, or Excel spreadsheet if another method is used).

X. DELAY DATA

Delay data is collected to determine the time, in seconds, that vehicles have to wait at a location, usually a stop controlled or signalized intersection. This data is typically collected manually (using stopwatches or electronic count boards) for the approach with the highest estimated volume during the critical peak hours to obtain delay characteristics while traffic is operating under the heaviest conditions. The contractor shall collect and compile delay data as follows:

1. Collect in fifteen (15) second intervals.
2. Collect for two (2) hours (begin and end times and approach to be provided by requestor).
3. If a sixty percent (60%) or higher chance of precipitation is predicted for the count day, the contractor shall email the requestor, and copy the DOT Traffic Data Collection Program Manager, to ask for guidance on whether or not to proceed with the data collection or to postpone (prior to sending personnel to the site). Due dates shall be extended by a number of business days equal to the length of any postponements.
4. Additional approaches may be requested (**OPTION ONLY – not collected unless requested and additional approach/approaches are specified by requestor**).
5. Supply collected data, as follows:

- a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, and delay data in 15-second intervals. The count number shall be indicated on each page of the document.
- b. Raw delay data showing individual data points in an electronic format (PPD file if an electronic count board is used, or Excel spreadsheet if another method is used).

XI. GAP DATA

Gap data includes the time and/or distance between vehicles passing a particular point on a roadway. Gap data is usually collected manually (using stopwatches or electronic count boards) for the critical peak period. The contractor shall collect and compile gap data as follows:

1. No gap data shall be collected if any lane closures or active construction/maintenance work is located within two (2) miles of the target site, unless the work zone is the target site.
2. If a sixty percent (60%) or higher chance of precipitation is predicted for the count day, the contractor shall email the requestor, and copy the DOT Traffic Data Collection Program Manager, to ask for guidance on whether or not to proceed with the data collection or to postpone (prior to sending personnel to the site). Due dates shall be extended by a number of business days equal to the length of any postponements.
3. Collect for all lanes in each direction.
4. Collect in intervals of fifteen (15) minutes.
5. Summarize in bins of two (2) seconds to thirty-plus (30+) seconds (in 2 second increments).
6. Collect for two (2) hours (begin and end times to be provided by requestor).
7. Special event systems may need a sixteen (16) hour gap study, begin and end times to be provided by requestor (**OPTION ONLY – not collected unless requested**).
8. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, gap data in 15-minute increments, and volume (if applicable). The count number shall be indicated on each page of the document.
 - b. Raw gap data showing individual data points in an electronic format (PPD file if an electronic count board is used, or Excel spreadsheet if another method is used).

XII. SATURATION FLOW RATE DATA

Saturation flow rate data is collected at a signalized intersection by phase showing the number of vehicles, with respect to time, allowed to travel through the location during one cycle.

Saturation flow rate data is usually collected manually (using stopwatches or electronic count boards) for the critical peak period on the approach with the highest estimated volume. The contractor shall collect and compile saturation flow rate data as follows:

1. No saturation flow rate data shall be collected if any lane closures or active construction/maintenance work is located within two (2) miles of the target site, unless the work zone is the target site.
2. Collect for two (2) hours (begin and end times to be provided by requestor).
3. Additional approaches may be requested (**OPTION ONLY – not collected unless requested and additional approach/approaches are specified by requestor**).
4. Collect for all through lanes on each approach counted, up to a maximum of four (4) total lanes. If there are less than four (4) through lanes then saturation flow rate data may be collected for left turn lanes and/or right turn lanes (**OPTION ONLY – not collected unless requested and only if there are fewer than four through lanes**) for a maximum of four (4) total lanes per approach.
5. Include phase changes and/or approach volumes (queue totals during red phase).
6. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, saturation flow data, and phase, timing, and volume (queuing) summaries (if applicable). The count number shall be indicated on each page of the document.
 - b. Raw saturation flow data showing individual data points in an electronic format (PPD file if an electronic count board is used, or Excel spreadsheet if another method is used).

XIII. TRAVEL TIME DATA

Travel time data is the amount of time required for a vehicle to travel from one particular location (terminal) to another, and studies are typically performed during peak volume hours to obtain travel characteristics while traffic is operating under loaded conditions. Travel time data is usually collected by driving the route and collecting data at specific locations along the route.

The contractor shall collect and compile travel time data as follows:

1. No travel time data shall be collected if any lane closures or active construction/maintenance work is located within two (2) miles of the target site, unless the work zone is the target site.
2. If a sixty percent (60%) or higher chance of precipitation is predicted for the count day, the contractor shall email the requestor, and copy the DOT Traffic Data Collection Program Manager, to ask for guidance on whether or not to proceed with the data collection or to postpone (prior to sending personnel to the site). Due dates shall be extended by a number of business days equal to the length of any postponements.

3. Collected for two (2) hours (begin and end times to be provided by requestor).
4. Data and field notes shall include the description and locations of terminals and intermediary nodes.
5. Sources of delay shall be recorded and classified as follows: signal, congestion, stop sign, pedestrian, and up to four others (to be defined by the requestor).
6. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, count data by run and direction, field notes (including terminal descriptions and intermediary nodes), and delay source summaries (if applicable). The count number shall be indicated on each page of the document.
 - b. Raw travel time data showing individual data points in an electronic format (PPD file if an electronic count board is used, or Excel spreadsheet if another method is used).

XIV. CLASSIFICATION DATA

Classification data is collected to determine the types (classes) of vehicles at a location. It is generally collected manually with count boards. Classification data may also be collected in conjunction with turning movement counts. The contractor shall collect and compile classification data as follows:

1. Include any or all of the following classifications as requested...
 - Long combination vehicles (five or more axles, including trailers)
 - School buses
 - Transit buses
 - Bicycles
 - Pedestrians (counted and tabulated on the approach they cross)
 - Motorcycles
 - Mopeds/Scooters
 - Dump trucks and 3-axle/4-axle trucks
 - Trucks (generalized – vehicles with 3 or more axles)
 - HAZMAT vehicles (tanker trucks, etc.)
 - Emergency Vehicles (police, fire, EMS – shall have lights and/or sirens activated)
2. Collect for thirteen (13) hours (6:00 a.m. through 7:00 p.m., unless otherwise specified). However, three (3) hour counts (start and end times to be provided by requestor) may also be requested (**OPTION ONLY – not collected unless requested**).
3. Collect in fifteen (15) minute increments.

4. If a sixty percent (60%) or higher chance of precipitation is predicted for the count day, the contractor shall email the requestor, and copy the DOT Traffic Data Collection Program Manager, to ask for guidance on whether or not to proceed with the data collection or to postpone (prior to sending personnel to the site). Due dates shall be extended by a number of business days equal to the length of any postponements.
5. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, classification data by direction, and class summaries. The count number shall be indicated on each page of the document.
 - b. Raw classification data showing individual data points in an electronic format (PPD file if an electronic count board is used, or Excel spreadsheet if another method is used).

XV. PEDESTRIAN CORRIDOR CROSSING DATA

Pedestrian corridor crossing data is generally collected to determine pedestrian movements along a specific corridor, often to identify primary crossing locations for the installation of crosswalks and other traffic control devices. The contractor shall collect and compile pedestrian corridor crossing data as follows:

7. No data shall be collected if any lane closures or active construction/maintenance work is located at, or within two (2) miles of, the target site (unless the work zone is the target site).
8. If a sixty percent (60%) or higher chance of precipitation is predicted for the count day, the contractor shall email the requestor, and copy the DOT Traffic Data Collection Program Manager, to ask for guidance on whether or not to proceed with the data collection or to postpone (prior to sending personnel to the site). Due dates shall be extended by a number of business days equal to the length of any postponements.
9. Collect for thirteen (13) hours (6:00 a.m. through 7:00 p.m., unless otherwise specified). However, three (3) hour counts (start and end times to be provided by requestor) may also be requested (**OPTION ONLY – not collected unless requested**).
10. Collected in fifteen (15) minute increments.
11. Collected in zones up to approximately three hundred fifty (350) feet in length along the corridor. Multiple zones may be necessary for each corridor.
12. Data and field notes shall include a map or maps of the corridor indicating the pedestrian crossing sites and their volume.
13. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, map(s) indicating crossing sites, and crossing data/volume. The request number shall be indicated on each page of the document.
 - b. Raw data in an electronic format (Excel spreadsheet).

XVI. COMPLIANCE DATA

Compliance data is the tabulation of unit (motor vehicle, bicycle, and pedestrian) actions grouped by compliance/non-compliance with statutes, ordinances, traffic control devices (signals, signs, and pavement markings), etc. This data is usually site specific, such as at an intersection or crosswalk, and is usually specific to evaluating one statute, device, etc. The contractor shall collect and compile compliance data as follows...

1. No data shall be collected if traffic control devices (including push buttons or other activation devices) are hidden, inoperable, or damaged to the point of being unreadable or unrecognizable.
2. If a sixty percent (60%) or higher chance of precipitation is predicted for the count day, the contractor shall email the requestor, and copy the DOT Traffic Data Collection Program Manager, to ask for guidance on whether or not to proceed with the data collection or to postpone (prior to sending personnel to the site). Due dates shall be extended by a number of business days equal to the length of any postponements.
3. Collect for three (3) hours (start and end times to be provided by requestor). However, thirteen (13) hour counts (6:00 a.m. through 7:00 p.m., unless otherwise specified) may also be requested (**OPTION ONLY – not collected unless requested**).
4. Data and field notes shall include the description (and photographs, if necessary) of traffic control devices (signals, signs, and pavement markings). Control conditions, such as times for school zone speed limits, shall also be noted.
5. Data for vehicles shall include compliance/non-compliance by direction and lane.
6. Data for bicycles shall include compliance/non-compliance by direction and lane.
7. Data for pedestrians shall include compliance/non-compliance by direction and approach.
8. If a pedestrian push button (or other activation device) is present then collected data shall include whether or not the equipment was engaged/put into use prior to the recorded compliance.
9. If a pedestrian push button (or other activation device) is present then collected data shall include whether or not the pedestrian waited for activation prior to the recorded compliance.
10. Additional detailed guidance for data (explanations, spreadsheet, flow chart, examples, etc.) shall be provided by the requestor.
11. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, compliance/non-compliance data by unit, direction, and lane/approach. The count number shall be indicated on each page of the document.
 - b. Raw data in an electronic format (Excel spreadsheet).

XVII. PREQUALIFICATION

All contractors shall be prequalified by the Transportation Mobility and Safety Division at the time of the bid opening. Potential Offeror's not already prequalified shall submit their fully completed prequalification application ten business days prior to the bid opening in order to have their bids opened and considered.

Link to general POC Contractors website:

http://DOT.gov/business/howtogetstarted/primecontractor/primecontractor_poc/

Online application instructions:

<http://www.DOT.gov/business/ocs/download/Instruction.pdf>

XVIII. PROPOSAL FORMAT

The Offeror's proposal for providing traffic data shall be a whole dollar rate per data item to be collected per group of Highway Divisions. Compensation for all labor, materials, equipment, freight and any other incidentals to complete the project shall be included in the total fixed cost. The Offeror's proposal shall be submitted by the date and time specified. Submission of a proposal will be evidence that the Offeror understands the scope and requirements of this RFP. Bid proposals shall have an Arial or Times New Roman type face of no smaller than 10-point font, be printed double-sided on "letter" size pages (8.5" x 11"), and stapled in the top left corner. Binders, dividers, tabs, covers, etc., are prohibited. Bid proposals shall be limited to a maximum of eleven (11) pages as follows:

1. Proposal cover sheet (see Appendix A)
2. Completed and signed "Cost/Execution of Proposal" sheet (see Appendix B)
3. Introduction (one page maximum) – An introductory letter indicating statement of prequalification, understanding of the scope and general specifications for the work, statement of worker safety and adherence to applicable safety and labor laws and regulations, statement of insurance, statement of registration with the North Carolina Department of the Secretary of State, statement of specific Highway Division groups being bid on, company home office location, and certification of (and authority for) bid submittal.
4. Staff (one page maximum) – A list of technical staff (the number and type of positions having traffic data collection skills and experience) and oversight staff (individuals responsible for managing the data collection project and their names and experience). For each position listed, indicate (1) individual's name, (2) years of experience for this type of work, and (3) the percentage of time dedicated to this work.
5. Equipment (two pages maximum) – A list of equipment including the manufacturer and model, the number owned, and the type of data collected with each type of equipment, a description of testing procedures for each piece of equipment, software used to process traffic data, the type of data reports generated with each software, statement of adherence to the manufacturer's requirements and specifications for maintaining and calibrating the equipment, and statement that the installation (if applicable) and use of the equipment is in accordance with manufacturer instructions and/or guidelines.
6. Methods (one page maximum) – A brief explanation of the method used to collect each data item bid on.
7. References – List of up to three references for performing the type, or similar type, of work (see Appendix C).
8. Insurance (two pages maximum) – Proof of current insurance coverage for worker's compensation, commercial general liability, and automobiles.
9. Bid sheet for items being bid on per group of Highway Divisions (see Appendix D). Bid sheet shall be signed. **Amounts shall be in whole U.S. dollars.**

XIX. EVALUATION CRITERIA AND AWARD

Proposals shall be evaluated as follows:

Item	Criteria	Points
1	Adherence to bid proposal submittal criteria	10
2	Experience of technical staff	10
3	Experience of oversight staff	10
4	Past performance (similar work)	10
5	References	10
6	Cost	50

The award of this contract, if it be awarded, will be made to the best value Offeror(s) as follows:

- Turning Movement Data: Four (4) contractors per item per group of Highway Divisions
- Volume/Speed/Class Data (individual locations): Two (2) contractors per group of Highway Divisions
- Volume/Speed/Class Data (groups of at-grade railroad crossings): Eight (8) contractors per group of Highway Divisions
- Spot Speed Data: Three (3) contractors per group of Highway Divisions
- Delay Data: Two (2) contractors per group of Highway Divisions
- Gap Data: Two (2) contractors per group of Highway Divisions
- Saturation Flow Rate Data: Two (2) contractors per group of Highway Divisions
- Travel Time Data: Two (2) contractors per group of Highway Divisions
- Classification Data: Three (3) contractors per group of Highway Divisions
- Pedestrian Corridor Crossing Data: Two (2) contractors per group of Highway Divisions
- Compliance Data: Three (3) contractors per group of Highway Divisions

XX. PROPOSAL REJECTION

Any proposal submitted which fails to comply with any of the proposal requirements contained herein shall be considered irregular and shall be rejected.

XXI. INSURANCE CLAUSE APPLICABLE TO NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PURCHASE ORDERS WHERE LABOR CHARGES ARE INVOLVED

The Contractor agrees to indemnify and save harmless the Board of Transportation, its officers, agents and employees, from all claims whatsoever arising from any injuries or damages sustained by any person(s) or property by reason of any neglect or misconduct or any act or omission, whether or not negligent, of the Contractor, his agents, employees and sub-contractors, during his or their operations under this contract; and the contractor shall have in effect and maintain during the period of this contract such insurance as may be required by applicable laws, ordinances or regulations and, in addition, such other insurance (which may include, but is specifically not limited to, public liability and property damage insurance) as shall be sufficient to protect the Board and the Contractor, his agents, employees and sub-contractors, from all such said claims.

XXII. GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation.
Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non-re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Offeror in preparing or submitting offers are the Offeror's sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is an offer which may be accepted within a period of 180 days. Although the contract is expected to be awarded prior to that time, the 180 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offeror not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

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10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Offeror shall become the property of the State when received.
11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the Offeror and answer questions or provide clarification concerning the Offeror's proposal.
12. **SUBCONTRACTING:** Offeror may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or Offeror responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/admcode.htm> for more information.)
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident Offeror. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

XXIII. NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

(Contractual and Consultant Services)

NOTE: For “Agency”, substitute “DOT”, “University”, etc., as applicable.

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with DOT.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by DOT's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of DOT's Contract Administrator. Acceptance of an Offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, DOT shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of DOT, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to DOT for damages sustained by DOT by virtue of any breach of this agreement, and DOT may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due DOT from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful Offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** DOT may terminate part or all of this contract at any time by 10 days notice in writing from DOT to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of DOT, become its property. If the contract is terminated by DOT as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to DOT for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of DOT.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss or damage of such property.

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11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of DOT, or the name of the State of North Carolina as part of any commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the Offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by DOT and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic

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exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

21. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
22. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, Offeror, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, Offeror, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
23. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. §133-32, it is unlawful for any vendor or contractor (i.e. architect, Offeror, contractor, construction manager, design professional, engineer, landlord, Offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Office of the Governor and Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation). This prohibition covers those vendors and contractors who:

- (1) Have a contract with a governmental agency; or
- (2) Have performed under such a contract within the past year; or
- (3) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

XXIV. DISADVANTAGED BUSINESS ENTERPRISE (POC AND MUNICIPALITIES):

(10-16-07)(Rev 7-19-11)

SP1G62

Policy

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The approved DBE participation submitted by the prime contractor during the bidding process.

Committed DBE - Any DBE listed on the DBE commitment list approved by the Department at the time of bid submission or any DBE utilized as a replacement for a DBE firm listed on the commitment list.

Department - North Carolina Department of Transportation

Municipality - The entity letting the contract, when this provision refers to the Department or DOT, it shall mean municipality, if applicable.

Disadvantaged Business Enterprise (DBE) – A firm certified as a Disadvantage Business Enterprise through the North Carolina Unified Certification Program.

Goal - The DBE participation specified herein

Letter of Intent – Written documentation of the bidder/offeror's commitment to use a DBE subcontractor and confirmation from the DBE that it is participating in the contract.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

SAF Subcontract Approval Form - Form required for approval to sublet the contract.

North Carolina Unified Certification Program - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

Standard Specifications – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

USDOT - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Contract Goal

The following goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **0** %

- (A) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (B) *If the goal is zero*, the Contractor shall continue to recruit the DBEs and report the use of DBEs during the construction of the project. A good faith effort will not be required with a zero goal.

Contract Requirement

The approved DBE participation submitted by the Contractor shall be the **Contract Requirement**.

Certified Transportation Firms Directory

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://partner.ncdot.gov/VendorDirectory/default.html> in the address bar of your web browser. Only firms identified as DBE certified in the Directory can be utilized to meet the contract goals.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of DBE Subcontractors in Contract

Only those DBE firms with current certification are acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract. If the bidder has no DBE participation, they shall indicate this on the form "Listing of DBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of DBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the (Officer/Engineer) no later than (Time of Day) of the (No. of Days) calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed DBE listed in the proposal indicating their participation in the contract, the DBE participation will not count toward meeting the goal.

Counting DBE Participation Toward Meeting DBE Goal of Zero or More

- (A) If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- (B) When a DBE performs as a participant in a joint venture, the Contractor may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (C)
- (1) The Contractor may count toward its DBE requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department (Insert Municipality Name and delete Department, if applicable) will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - (2) A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department (Insert Municipality Name and delete Department, if applicable) for commercially useful functions. The Department's (Insert Municipality Name and delete Department, if applicable) decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
 - (3) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.
 - (a) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
 - (b) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (e) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. The value of services performed under lease agreements between the DBE and Contractor will not count towards the contract requirement.
 - (f) For purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute

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priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

- (D) A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
- (E) A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:
 - (1) The fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
 - (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals More Than Zero

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder shall submit to the Department (Officer/Engineer) documentation of its good faith efforts made to reach the contract goal. One complete set and 9 copies of this information shall be received in the office of the (Officer/Engineer) no later than (Time of Day) of the (No. of Days) calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department (Insert Municipality Name and delete Department, if applicable) considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department (Insert Municipality Name and delete Department, if applicable) to inform DBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 calendar days prior to bid opening. Whether the bidder provided written notice to all DBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subletting.
- (C) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder shall notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, and contact the Director of Business and Opportunity Workforce Development (Insert Municipality Name and delete Department title, if applicable) to give notification of the bidder's inability to get DBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E) Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract.

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- (F) Whether the bidder negotiated in good faith with interested DBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy contract goals.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department (Insert Municipality Name and delete Department, if applicable) will consider allowing the bidder to combine the DBE participation as long as the DBE overall goal value of the combined projects is achieved.

If the Department (Insert Municipality Name and delete Department, if applicable) does not award the contract to the apparent lowest responsive bidder, the Department (Insert Municipality Name and delete Department, if applicable) reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department (Insert Municipality Name and delete Department, if applicable) that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

DBE Replacement

The Contractor shall not terminate a committed DBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed DBE firm that does not perform as intended with another committed DBE firm or completes the work with its own forces without the Engineer's (Insert Title and delete Engineer, if applicable) approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed DBE.

(A) Performance Related Replacement

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work as the DBE that was terminated. The Contractor is encouraged to first attempt to find another DBE firm to do the same work as the DBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any DBE subcontractor who is unable to perform successfully with another DBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to DBEs that their interest is solicited in subcontracting the work defaulted by the previous DBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

- (3) For each DBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department (Insert Municipality Name and delete Department, if applicable) after a Request for Subcontract has been received by the Department (Insert Municipality Name and delete Department, if applicable), the Department (Insert Municipality Name and delete Department, if applicable) will not require the Prime Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.
- (2) When a committed DBE is decertified prior to the Department (Insert Municipality Name and delete Department, if applicable) receiving a Request for Subcontract for the named DBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports

A Subcontract Approval Form shall be submitted for all work which is to be performed by a DBE subcontractor, both committed and non-committed subcontractors. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

Within 30 (Enter No. of Days) calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

Reporting Disadvantaged Business Enterprise Participation

- (A) The Contractor shall provide the Engineer with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

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- (1) Withholding of money due in the next partial pay estimate; or
 - (2) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list. (Municipality may add to, change or delete this section.)
- (B) The Contractor shall report the accounting of payments on the Department's DBE Subcontractor Payment Information Form DBE-IS, which is available at: <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the (Officer/Engineer).
- (C) Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each DBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Because Federal Funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Because Federal Funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from working on any Federal or State project until the required information is submitted.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

Appendix A

PROPOSAL COVER SHEET

Solicitation Number (RFP #): **54-CH-11032549**

Offeror: _____

THIS COVER PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO MAY SUBJECT YOUR BID TO REJECTION.

ATTENTION

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

Appendix B

COST / EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the Offeror.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The Offeror can and will provide the specified performance bond or alternate performance guarantee (if applicable)

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

The Offeror is registered in **NC E-Procurement @ Your Service** or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 180 days from the date of the opening, to furnish the subject services for the prices quoted in the attached required bid form.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

BY: _____ TITLE: _____ DATE: _____
(Signature)

(Printed name)

ACCEPTANCE OF PROPOSAL

North Carolina Department of Transportation

BY: _____ TITLE: _____ DATE: _____

This page must be signed and included in your proposal as unsigned proposals will not be considered.

Appendix C

REFERENCES

The Offeror shall provide up to three (3) references for which the Offeror has provided similar scoped projects within the last five (5) years. DOT will contact these references to determine quality level of the offered service. Such information will be considered in the evaluation of the bid. Failure to submit this information may subject your bid to rejection.

Business Name _____

Contact Person _____

Dates of Work _____

Email _____

Fax _____

Business Name _____

Contact Person _____

Dates of Work _____

Email _____

Fax _____

Business Name _____

Contact Person _____

Dates of Work _____

Email _____

Fax _____

Appendix D

BID SHEET

Offeror shall enter bid amounts only for items they desire to be considered for. Offeror shall not be considered for any item left blank. Amounts shall be in whole U.S. dollars. Items containing amounts other than whole U.S. dollars shall not be considered for award.

Offeror (contractor name): _____

	Divisions 1 & 2	Divisions 3 & 6	Divisions 4 & 5	Divisions 7 & 8	Divisions 9 & 10	Divisions 11 & 12	Divisions 13 & 14
Turning Movement Data (AADT < 20,000 VPD)							
8 hours							
13 hours							
16 hours							
Turning Movement Data (AADT >= 20,000 VPD and < 40,000 VPD)							
8 hours							
13 hours							
16 hours							
Turning Movement Data (AADT >= 40,000 VPD)							
8 hours							
13 hours							
16 hours							
Volume/Speed/Class Data (single locations)							
24 hours							
48 hours							
Volume/Speed/Class Data (groups of <= 25 at-grade railroad crossings) one amount for entire group (NOT per location)							
48 hours							
Spot Speed Data							
2 hours							
4 hours							
Delay Data							
Each Approach							
Gap Data							
2 hours							
16 hours							
Saturation Flow Rate Data							
Each Approach							
Travel Time Data							
2 hours							
Classification Data							
3 hours							
13 hours							
Pedestrian Corridor Crossing Data (per zone)							
3 hours							
13 hours							
Compliance Data							
3 hours							
13 hours							

Certified By (Offeror officer name): _____

Signature (Offeror officer): _____